ORIGINAL

LODGED

DANIEL J. BUSSEL (State Bar No. 121939),
MICHAEL L. TUCHIN (State Bar No. 150375), and
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Reorganization Counsel for
Skilled Healthcare Group, Inc., f/k/a Fountain View, Inc. and the Reorganized Enterprise

Skilled Healthcare Group, Inc.'s Mailing Address
27442 Portola Parkway, Suite 200
Foothill Ranch, CA 92610

05 APR 19 PM 3:09
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY ______ DEPUTY

FILED
APR 20 2005
CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

FOUNTAIN VIEW, INC., a Delaware corporation, *et al.*,

Debtor.

ENTERED
APR 21 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

Case No.: LA 01-39678 BB through LA 01-39697 BB
And LA 01-45516 BB; LA 01-45520; and LA 01-45525 BB

(Jointly Administered Under Case No. LA –01-39678 BB)

Chapter 11

[Pleading Applies To All Cases]

STIPULATION BETWEEN REORGANIZED DEBTOR HALLMARK REHABILITATION GP, LLC AND ALBERT AND MILAGROS BITONG D/B/A ASIA PACIFIC PLACEMENT BUREAU WITH RESPECT TO "SETTLEMENT AGREEMENT AND MUTUAL RELEASE" AND SATISFACTION OF CLAIM NO. 1658; ORDER THEREON

~~No Hearing Required~~

4/27/05 @ 10am

KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

This Stipulation is entered into between Reorganized Hallmark Rehabilitation GP LLC, one of the successors to the reorganized debtors in the above-captioned chapter 11 cases ("Hallmark"),[1] and Albert and Milagros Bitong d/b/a Asia Pacific Placement Bureau ("Asia Pacific," and with Hallmark, the "Parties"), by and through their respective counsel.

RECITALS

A. On October 2, 2001, Fountain View, Inc., now known as Skilled Healthcare Group, Inc. ("SHG"), and nineteen (19) of its subsidiaries (including Hallmark's predecessor, Locomotion Therapy, Inc. ("Locomotion")), and on November 28, 2001, three additional Fountain View subsidiaries (collectively with SHG and Hallmark, the "Debtors"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Central District of California.

B. On September 1, 2003, Asia Pacific filed its proof of claim No. 1658 (Claim No. 1658) against SHG and Locomotion in the amount of $468,390, alleging contract and tort theories summarized in a complaint filed on January 17, 2003 against Locomotion in the California Superior Court.

C. On July 10, 2003, this Court entered an order approving the Debtors' Plan [Docket No. 1754], which went effective on August 19, 2003.

D. Pursuant to the terms of the Plan, the Debtors were granted exclusive authority to file, prosecute, and settle objections to claims, and the Bankruptcy Court retained jurisdiction over the allowance and disallowance of claims. See Plan, Art.IV.H. ("[a]fter the Effective Date, only the Reorganized Enterprise shall have the authority to file, settle, compromise, withdraw, or litigate to judgment objections to Claims and Interests."); Plan, Art.VI.C.1 ("the Court shall retain jurisdiction over the Reorganization Cases . . . including jurisdiction to . . . [a]llow, disallow, determine, liquidate, classify, establish the priority or secured or unsecured status of, estimate, or limit any Claim, Interest, or Administrative

[1] All terms not defined herein shall have the meaning ascribed to them in the *Debtors' Third Amended Joint Plan of Reorganization Dated April 22, 2003* (the "Plan"), which was confirmed by Order of the Court entered on the Court's official docket on July 10, 2003.

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Claim, and with respect to Claims based on personal injury or wrongful death, continue to enforce the ADR Procedures.").

E. On May 19, 2004, the Debtors timely filed their objection to Asia Pacific's Claim No. 1658 [Docket No. 2284].

F. On June 6, 2005, Asia Pacific filed an opposition to the Debtors' objection to Claim No. 1658 [Docket No. 2315].

G. Thereafter, the Court held several status conferences, ordered discovery between the parties, and on November 18, 2004 ordered the parties to engage in at least one day of mediation with the mediation program for the Bankruptcy Court for the Central District of California.

H. On January 6, 2005, the parties engaged in an all-day mediation session with Gary Plotkin of Plotkin, Rapoport & Nahmais as the mediator. At that mediation session, the parties reached a preliminary agreement in principle to settle the claim dispute through a one-time cash payment by Hallmark to Asia Pacific and a continuing business relationship.

I. Hallmark and Asia Pacific now seek to resolve, once and for all, all claims and other disputes, known or unknown, presently outstanding between them pursuant to the *Settlement Agreement and Mutual Release* dated April 11, 2004 (the "Settlement Agreement"), which is attached hereto as Exhibit 1.

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(310) 407-4000

STIPULATION

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER GOOD AND VALUABLE CONSIDERATION, HALLMARK AND ASIA PACIFIC AGREE AS FOLLOWS:

1. The Settlement Agreement is the entire agreement of the Parties with respect to the subject matter thereof, and supercedes all prior and contemporaneous oral and written agreements and discussions.

2. As a condition precedent to the effectiveness of the Settlement Agreement, including any and all of the releases contained therein, Hallmark will pay to Asia Pacific the sum of seventy-five thousand dollars ($75,000) (the "Settlement Payment") upon the

execution of the Settlement Agreement in full and final monetary satisfaction of Claim No. 1658.

3. The Parties agree that other than the Settlement payment and the "Reimbursement Fee" (as described in Paragraph 10 of the Settlement Agreement), Hallmark and the Debtors shall have no other payment obligations whatsoever to Asia Pacific.

4. Upon payment of the Settlement Payment, Asia Pacific and the Bitongs, by and on behalf of themselves, their agents, affiliates, predecessors, subsidiaries, successors in interest, assigns, insurers, employees, attorneys, officers and directors hereby release and discharge each and all of the Debtors (including, but not limited to, Hallmark) and the Debtors' estates, and each of their respective agents, employees, attorneys, parent corporations, subsidiaries, officers and directors from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable (hereinafter "Claims"), which Asia Pacific and the Bitongs now have or hereafter may have against the Debtors (including, but not limited to, Hallmark) and/or the Debtors' estates, excluding claims arising under the Settlement Agreement.

5. Upon payment of the Settlement Payment, the Debtors (including, but not limited to, Hallmark), by and on behalf of themselves, their agents, affiliates, predecessors, subsidiaries, successors in interest, parent corporations, assigns, insurers, employees, attorneys, officers and directors hereby release and discharge Asia Pacific and the Bitongs and their respective agents, employees and attorneys (in their capacities as representative of the Bitongs) from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable (hereinafter “Claims”), which the Debtors (including, but not limited to, Hallmark) now have or hereafter may have against Asia Pacific and the Bitongs, excluding claims arising under the Settlement Agreement.

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(310) 407-4000

6. In addition to the Settlement Payment and in further consideration of the releases contained in the Settlement Agreement, Asia Pacific and Hallmark agree to enter into a continuing business relationship, as described in detail in Paragraphs 5 through 12 of the Settlement Agreement.

Dated: April ___, 2005

HANLON & GREENE
A Professional Corporation

By: ______________________
Colin T. Greene
Attorneys for Albert and Milagros Bitong, d/b/a Asia Pacific Placement Bureau

Dated: April 13, 2005

KLEE, TUCHIN, BOGDANOFF & STERN LLP

By: ______________________
Brendt C. Butler
Reorganization Counsel for Skilled Health-care Group, Inc., including Hallmark Rehabilitation GP, LLC

ORDER

IT IS SO ORDERED.

Dated: 4/20, 2005

____
THE HONORABLE SHERI BLUEBOND
UNITED STATES BANKRUPTCY JUDGE

KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

6. In addition to the Settlement Payment and in further consideration of the releases contained in the Settlement Agreement, Asia Pacific and Hallmark agree to enter into a continuing business relationship, as described in detail in Paragraphs 5 through 12 of the Settlement Agreement.

Dated: April 18, 2005

HANLON & GREENE
A Professional Corporation

By: [signature]
Colin T. Greene
Attorneys for Albert and Milagros Bitong, d/b/a Asia Pacific Placement Bureau

Dated: April ___, 2005

KLEE, TUCHIN, BOGDANOFF & STERN LLP

By: ____________________
Brendt C. Butler
Reorganization Counsel for Skilled Health-care Group, Inc., including Hallmark Reha-bilitation GP, LLC

ORDER

IT IS SO ORDERED.

Dated: ______________, 2005

____
THE HONORABLE SHERI BLUEBOND
UNITED STATES BANKRUPTCY JUDGE

KLEE, TUCHIN, BOGDANOFF & STERN LLP
2121 AVENUE OF THE STARS, 33RD FLOOR
LOS ANGELES, CALIFORNIA 90067-5061
(310) 407-4000

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into by and between Hallmark Rehabilitation GP, LLC ("Hallmark") and Albert and Milagros Bitong dba Asia Pacific Placement Bureau (collectively the "Bitongs") effective as of April 11, 2005 (the "Effective Date"). Hallmark and the Bitongs are sometimes referred to collectively herein as the "Parties," or individually as a "Party."

WHEREAS, on October 2, 2001, Fountain View, Inc., now known as Skilled Healthcare Group, Inc. ("SHG"), and nineteen (19) of its subsidiaries (including Hallmark's predecessor, Locomotion Therapy, Inc. ("Locomotion")), and on November 28, 2001, three additional Fountain View subsidiaries (collectively with SHG and Hallmark, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code with the United States Bankruptcy Court for the Central District of California;

WHEREAS, on September 1, 2003 the Bitongs filed its proof of claim No. 1658 (Claim No. 1658) against SHG and Locomotion, alleging breach of contract;

WHEREAS, Debtors timely objected to Claim No. 1658; and

WHEREAS, Debtors and the Bitongs now seek to resolve, once and for all, all claims and other disputes, known or unknown, presently outstanding between them.

NOW, THEREFORE, the Parties agree as follows:

1. As a condition precedent to the effectiveness of this Agreement, including any and all of the releases contained herein, Hallmark will pay to the Bitongs the sum of seventy-five thousand dollars ($75,000) (the "Settlement Payment") upon the execution of this Agreement.

2. Upon payment of the Settlement Payment, the Bitongs, by and on behalf of themselves, their agents, affiliates, predecessors, subsidiaries, successors in interest, assigns, insurers, employees, attorneys, officers and directors hereby release and discharge each and all of the Debtors (including, but not limited to, Hallmark) and the Debtors' estates, and each of their respective agents, employees, attorneys, parent corporations, subsidiaries, officers and directors from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable (hereinafter "Claims"), which the Bitongs now have or hereafter may have against the Debtors (including, but not limited to, Hallmark) and/or the Debtors' estates, excluding claims arising under this Agreement.

3. Upon payment of the Settlement Payment, the Debtors (including, but not limited to, Hallmark), by and on behalf of themselves, their agents, affiliates, predecessors, subsidiaries, successors in interest, parent corporations, assigns, insurers, employees, attorneys, officers and directors hereby release and discharge the Bitongs and their respective agents, employees and attorneys (in their capacities as representative of the Bitongs) from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable (hereinafter "Claims"), which the Debtors (including, but not limited to, Hallmark) now have or hereafter may have against the Bitongs, excluding claims arising under this Agreement.

4. The parties each acknowledge familiarity with California Civil Code section 1542, which provides that:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

To the extent that the releases contained in paragraphs 2 and 3 constitute general releases within the meaning of California Civil Code section 1542, to the full extent that they may lawfully do so, the parties expressly waive and relinquish all rights and benefits that they have or may have under California Civil Code section 1542 or any similar law. Each of the Parties acknowledges having been advised by counsel as to the significance of a waiver of Section 1542 as it applies to unknown Claims and that the waivers in this Agreement are made knowingly and voluntarily. Each of the Parties further acknowledges that, to the extent that Party has not fully investigated or does not know about any facts, events, or circumstances occurring at any time until the Effective Date, those unknown facts, events, and circumstances, and in particular, any and all unknown Claims arising out of them, are hereby expressly waived and released.

5. In further consideration of the Settlement Payment and the releases contained herein, the Parties agree that, subject to all of the conditions hereafter stated, the Bitongs will refer sufficient numbers of qualified applicants ("Qualified Applicants") to Hallmark to enable it to hire thirty (30) therapists, consisting of fifteen (15) physical therapists, twelve (12) occupational therapists and three (3) speech therapists (collectively, the "Successful Candidates"), each One Year Period (as hereinafter defined) or portion of One Year Period until this Agreement terminates as provided

herein. Only a writing signed by Hallmark and the Bitongs can alter this allocation of Successful Candidates among physical, occupational and speech therapists for each One Year Period. Absent such a written alteration, Hallmark shall in no event be required to hire more than 15 physical therapists, 12 occupational therapists or 3 speech therapists per each One Year Period. Qualified Applicant shall mean an applicant that is fully credentialed and licensed in the state in which s/he will work. Notwithstanding any other provision in this Agreement, Hallmark shall have no obligation to hire any applicant that is not a Qualified Applicant.

6. Each One Year Period shall consist of twelve (12) months. The first One Year Period shall be tolled for so long as the U.S. Immigration and Naturalization Service has imposed a moratorium on the granting of any work visas pursuant to which foreign nationals may legally occupy the positions contemplated herein. Notwithstanding any tolling, however, the Agreement shall terminate automatically upon the earlier of: (A) the expiration of the third One Year Period, or (B) the fourth (4^{th}) anniversary of the Effective Date, unless the Parties expressly agree to an extension in a writing signed by Hallmark and the Bitongs. The number of Qualified Applicants that Hallmark shall be required to hire for any One Year Period shortened by such automatic termination shall be pro-rated accordingly.

7. The Parties will presume initially that 10 of the 15 physical therapists, 8 of the 12 occupational therapists, and 2 of the 3 speech therapists for each One Year Period will be hired to work at facilities in California, with the remaining 5 physical therapists, 4 occupational therapists and 1 speech therapist for each One Year Period hired to work at facilities in Texas. Notwithstanding the foregoing, the allocation of Successful

Candidates to specific work locations – whether in Texas, California or elsewhere – will be at Hallmark's sole discretion.

8. The Parties may cooperate in placing Qualified Applicants initially in California and, upon their becoming qualified to work in Texas, transferring them to Texas, or *vice versa*. If the transfer occurs in the same One Year Period as the initial placement, such a transferred applicant may be counted after transfer as a Successful Candidate in the transferee state (instead of, and not in addition to, the transferor state) for that One Year Period. Notwithstanding the foregoing, however, Hallmark shall be under no obligation to cooperate with any such transfer that: (A) results in any additional cost to Hallmark; or (B) does not comply fully with all licensing, immigration and other applicable requirements in effect at the relevant time.

9. The Parties acknowledge that successfully bringing Qualified Applicants to the United States requires their mutual cooperation. In this regard:

(a) at the request of the Bitongs, prior to the commencement of each One Year Period, Hallmark will issue to the Bitongs a letter in substantially the form of Exhibit A hereto (the "Work Order"). The Work Order shall, in essence, identify the number of physical, occupational and speech therapists that the Bitongs shall be authorized to recruit for Hallmark over the upcoming One Year Period, or portion of One Year Period, as well as a good faith estimate of salaries for those positions. Such Work Orders will be issued solely as an accommodation to the Bitongs to assist their recruiting efforts, and shall in no way vary or alter any of the terms of this Agreement or any Parties obligations hereunder. For example, as set forth in paragraph 12 herein, Hallmark shall in its sole discretion determine the wages, hours and other terms and conditions of employment of all Successful Candidates;

(b) the Bitongs shall identify prospective applicants and provide enough preliminary information about them to Hallmark for Hallmark to, in the reasonable exercise of its discretion, give its preliminary approval. At a minimum, a determination of preliminary approval may require Hallmark's review of that applicant's qualifications and a telephone interview of the applicant. After providing such preliminary approval, Hallmark will sign a properly prepared employer petition that is in a form reasonably acceptable to Hallmark; and

(c) Hallmark shall use its best efforts to secure internship positions for preliminarily approved physical therapists that are to be placed in California and who need to complete such an internship to become Successful Candidates. The Parties recognize, however, that insofar as such physical therapist internships are limited in number, Hallmark does not operate the facilities that host these physical therapist internship programs, and the California Physical Therapy Licensing Board ultimately determines whether any particular facility can provide an internship, Hallmark cannot guarantee the ultimate success of its efforts.

10. Hallmark acknowledges that applicants incur significant expenses in the licensing process. Hallmark itself incurs an average expense of $1,500 per applicant in recruiting employees. Under this Agreement, these expenses will be borne by the Bitongs and the applicants. Accordingly, (A) upon preliminary approval of an applicant, and (B) the execution by that applicant of an employment agreement that: (i) obligates that applicant to work for Hallmark for two (2) years upon U.S.C.I.S. approval and state licensing and certification; (ii) acknowledges that (a) Hallmark has advanced $1,500 of

EXHIBIT 1
PAGE 11

expenses on the applicant's behalf, and (b) the applicant has received the benefit of those funds directly; and (iii) obligates the applicant to repay the full $1,500 to Hallmark (by payroll withholding at Hallmark's election) if the applicant does not continue employment with Hallmark for at least one year from his or her employment start date, Hallmark shall advance to Asia Pacific $1,500 (the "Reimbursement Fee"). If, through no fault of Hallmark, any applicant for whom Hallmark has advanced $1,500 does not arrive to work with Hallmark within a reasonable period of time of his or her anticipated start date, Asia Pacific shall refund the $1,500 for that particular applicant to Hallmark. If any Successful Candidate is terminated for cause or resigns within one (1) year of his/her employment start date, Hallmark may recover from such Successful Candidate any part or all of the Reimbursement Fee, including by (but not limited to) payroll deduction.

11. Other than the Settlement Payment and the Reimbursement Fee described in the immediately preceding paragraph, Hallmark shall have no other payment obligations whatsoever under this Agreement.

12. All Successful Candidates will be at will employees of Hallmark, and Hallmark shall in its sole discretion determine the wages, hours and other terms and conditions of employment of all Successful Candidates.

13. This Agreement is the entire agreement of the Parties with respect to the subject matter hereof, and supercedes all prior and contemporaneous oral and written agreements and discussions.

14. In providing the releases contained herein, each of the Parties represents and warrants that they have not assigned any claim, which would otherwise be released,

to anyone who is not a Party to this Agreement.

15. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns. The Bitongs and each of the Debtors are expressly intended beneficiaries of this Agreement. No persons or entities other than the Debtors and the Bitongs, and their permitted successors and assigns, are intended beneficiaries of this Agreement, and no persons or entities other than the Debtors and the Bitongs shall have any right of action under this Agreement.

16. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each of the Parties.

17. Each party acknowledges that the consideration referred to and the other terms of the Agreement do not constitute an admission or concession of liability or of any fact.

18. This Agreement has been drafted jointly by the Parties, and shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. Each Party warrants that such Party has been represented and advised by counsel or has had full opportunity to be represented and advised by counsel with respect to this Agreement and all matters covered by it.

19. Each Party agrees to be responsible for and to bear its own costs, expenses and attorneys' fees incurred and not to seek from each other reimbursement of any such costs, expenses or attorneys' fees.

20. This Agreement shall be construed and enforced in accordance with the provisions of the Bankruptcy Code and, where not inconsistent, the laws of the State of

California, without regard to the conflict of laws jurisprudence of the State of California. Any dispute, action or proceeding arising out of or relating to this Agreement shall be within the exclusive jurisdiction of the Orange County, California Superior Court. The Parties agree to be subject to the personal jurisdiction of that court, and further expressly waive any right to trial by jury that they may otherwise have for any claim or dispute arising out of the subject matter of this Agreement.

21. Each of the Parties hereto agrees that it will execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms hereof.

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22. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. Facsimile signatures shall be deemed original signatures for the purpose of the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused the Agreement to be duly executed as set forth below:

Hallmark Rehabilitation GP, LLC

Date: April ___, 2005 By:________________

Albert Bitong

Date: April 11, 2005 ________________

Milagros Bitong

Date: April 11, 2005 ________________

EXHIBIT 1
PAGE 15

Exhibit A

(JOB ORDER)
COMPANY LETTERHEAD

April 13, 2005

Mr. Albert Bitong
President
International Manpower Connections, Inc.
17555 Ventura Blvd., Ste. 200
Encino, CA 91316

Dear Mr. Bitong:

We hereby authorize your company, International Manpower Connections, Inc. to recruit on our behalf, the following personnel from the Philippines:

CATEGORY/POSITION	NO. NEEDED	SALARY PER YEAR
Physical Therapist	________	____________
Occupational Therapist	________	____________
Speech Therapist	________	____________

This job order is for the upcoming one year period. This job order is issued pursuant to, and is subject to the terms and conditions of, the "Settlement Agreement and Mutual Release," dated April 11, 2005, between Hallmark Rehabilitation GP, LLC and Albert and Milagros Bitong.

Sincerely,

____

Authorized Signatory

PROOF OF SERVICE

I am over eighteen years of age, and I am not a party to this action. I am employed by Klee, Tuchin, Bogdanoff & Stern LLP, and my business address is: Fox Plaza, 2121 Avenue of the Stars, Thirty-Third Floor, Los Angeles, CA 90067-5061. Klee, Tuchin, Bogdanoff & Stern LLP employs a member of the bar of the State of California at whose direction this service was made.

On April 19, 2005 I served the following pleading:

STIPULATION BETWEEN REORGANIZED DEBTOR HALLMARK REHABILITATION GP, LLC AND ALBERT AND MILAGROS BITONG D/B/A ASIA PACIFIC PLACEMENT BUREAU WITH RESPECT TO "SETTLEMENT AGREEMENT AND MUTUAL RELEASE" AND SATISFACTION OF CLAIM NO. 1658; ORDER THEREON

on the interested parties in this action by placing true and correct copies of the pleading with the United States Postal Service, enclosed in sealed envelopes, with postage fully paid, addressed as follows:

Joseph Caceres, Esq., Office of the U.S. Trustee
Ernst & Young Plaza, 725 S. Figueroa Street, 26th Fl, Los Angeles, CA 90017

Colin T. Greene, Esq., Hanlon & Greene
225 S. Lake Avenue, 11th Floor, Pasadena, CA 91101

Gary Plotkin, Esq., Plotkin, Rapoport & Nahmias
16633 Ventura Boulevard, Suite 800, Encino, CA 91436

Skilled Healthcare Group, Inc., Attn: Roland Rapp
27442 Portola Parkway, Suite 200
Foothill Ranch Road, CA 92610

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED on April 19, 2005 at Los Angeles, California.

Merrick Rosenwald
Merrick Rosenwald, Declarant

In re: FOUNTAIN VIEW, INC. et al., Debtor.	**CASE NO.: LA 01-39678 BB** CHAPTER 11

**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO:

Brendt C. Butler, Esq., Klee, Tuchin, Bogdanoff & Stern LLP
2121 Avenue of the Stars, 33rd Floor, Los Angeles, CA 90067-5061

Joseph Caceres, Esq., Office of the U.S. Trustee
Ernst & Young Plaza, 725 S. Figueroa Street, 26th Fl, Los Angeles, CA 90017

Colin T. Greene, Esq., Hanlon & Greene
225 S. Lake Avenue, 11th Floor, Pasadena, CA 91101

Gary Plotkin, Esq., Plotkin, Rapoport & Nahmias
16633 Ventura Boulevard, Suite 800, Encino, CA 91436

Skilled Healthcare Group, Inc., Attn: Roland Rapp
27442 Portola Parkway, Suite 200
Foothill Ranch Road, CA 92610

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify) **STIPULATION BETWEEN REORGANIZED DEBTOR HALLMARK REHABILITATION GP, LLC AND ALBERT AND MILAGROS BITONG D/B/A ASIA PACIFIC PLACEMENT BUREAU WITH RESPECT TO "SETTLEMENT AGREEMENT AND MUTUAL RELEASE" AND SATISFACTION OF CLAIM NO. 1658; ORDER THEREON**

as entered on ***(specify date)***: APR 21 2005

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (*specify date*): APR 21 2005

Dated: APR 21 2005

JON D. CERETTO
Clerk of the Bankruptcy Court

By: [signature]
Deputy Clerk